

CONSTRUCTION AGREEMENT FOR THE PINTAIL ARSENIC TREATMENT SYSTEM

Wild Wings County Service Area
CONTRACT NO. MO 23-61

This Agreement for Construction (“Agreement” or “Contract”) is made as of November 21, 2023 (“Effective Date”) between T & S Construction Company, Inc., a Nevada Corporation dba Thomas B. Spinella Construction (“Contractor”), and the County of Yolo (“County”), a political subdivision of the State of California.

1. **SCOPE OF WORK.** Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for the **Pintail Arsenic Treatment System (“the Project”)** in strict accordance with the Project plans and specifications and Contract Documents. Contractor shall complete the Project per the bid amounts for **Bid Schedule B**, not to exceed ONE MILLION NINE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS \$ 1,994,500.00 (“Contract Price”). Although the Contract Documents, defined below, including the Plans and Specifications included a second project component known as the Wood Duck , Contractor understands and acknowledges that the County is awarding this Agreement for the Pintail Arsenic Treatment System only, as authorized in the Bidding and Contracting Requirements, and thus scope of work for this Agreement is for the Pintail Arsenic Treatment System only (Bid Schedule B only).

2. **CONTRACT DOCUMENTS.** The documents defined as the “Contract Documents” in Section 1.12 of the General Conditions and attached hereto as exhibits (see list below), which are incorporated as if fully set forth herein by this reference, comprise the entire Agreement between the County and Contractor concerning the above-referenced Project. The documents that describe the work to be performed are sometimes also collectively referred to herein as the Plans and Specifications. As noted in Section 1 of this Agreement above, the pertinent portion of the Contract Documents, including the Plans and Specifications are those for the Pintail Arsenic Treatment System only. Contractor acknowledges that while some portions of the Contract Documents, particularly the Technical Specifications may still include plans and specifications for both the Project (Bid Schedule B) and the Wood Duck Pump Station, only the Pintail Arsenic Treatment System is being constructed at this time. Contractor is responsible for following the pertinent portions of the Contract Documents, including the Plans and Specifications for the Pintail Arsenic Treatment System Project.

- Notice to Contractors
- Proposal Response, including all required forms and Bid Schedule B
- Subcontractor List
- Project Manual, Volume I: Bidding and Contract Requirements, including the General Conditions
- Project Manual, Volume II: Project Technical Specifications

- Project Design Plans (Bid Set) for Pintail Arsenic Treatment System Project: (Drawing Number G-1 (Sheet #01), G-2 (#02), G-4 (#04), C-7 (#15), C-8 (#16), C-9 (#17), C-10 (#18), M-4 (#27), M-5 (#28), M-7 (#30), M-8 (#31), M-9 (#32), M-10 (#33), M-11 (#34), S-1 (#35), S-6 (#40), E01 (#41), E02 (#42), E05 (#45), E06 (#46), E07 (#47), E08 (#48), E10 (#50), E11 (#51), E12 (#52), E13 (#53), E14 (#54), E15 (#55), E18 (#58), and E19 (#59))
- Supplemental Information
- Notice to Proceed
- Department of Water Resources (DWR) Small Community Drought Relief Program Grant Funding Agreement (Grant Agreement No. 4600014563) (“DWR Funding Agreement”)
- Performance Bond and Payment Bond

- Addendas
- Change Order Form and Change Orders approved by the County

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions (Section 20.08). In the event of any conflict between any of the provisions of this Contract and the Contract Documents, the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

3. CONDUCT OF WORK, CONTRACT ADMINISTRATOR. Contractor shall complete the Project described in the Contract Documents in a good and workmanlike manner and to the satisfaction of the County and in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County’s Director of Community Services shall administer this Agreement for County (“Contract Administrator”). The County may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) calendar days after receiving the Contract Administrator’s Notice to Proceed and shall complete the work within 360 working days after receiving that notice. This work must be complete, operational, and be accepted by the County for its intended use for this milestone to be deemed complete.

(b) Liquidated Damages. Contractor shall pay County \$850.00 a day liquidated damages for each day’s delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages County will suffer by delay in completion of the Project. The County is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total

amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties. Use of the Project in whole or in part prior to substantial completion, shall not operate as a waiver of County's right to assess liquidated damages.

4. INDEMNIFICATION. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall provide indemnification and defense of the County as set forth in the General Conditions (see sections 2.05 and 2.06 of the General Conditions) and Section 00 62 10 of the Project Manual.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. COMPENSATION; PREVAILING WAGE. All matters of compensation shall be governed by the Labor Code Compliance Provisions referenced in Section D.24 of the DWR Funding Agreement and the General Conditions, including but not limited to Article 25 thereof, provided, however that the total compensation to be paid by County to Contractor shall not exceed the Contract Price. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay not less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

6. INSURANCE. Contractor shall maintain the insurance required by the General Conditions and the following insurance while performing the work covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. Commercial General Liability Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

- a) Premises and Operations
- b) Products and completed Operations
- c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage
- d) Broad Form Property Damage (including Completed Operations)

e) Explosion, Collapse, and Underground Hazards

f) Personal Injury Liability

Limits of liability shall be not less than:

\$5,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$5,000,000 for Personal Injury Liability

\$5,000,000 for Products Completed Operations

\$10,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for “Any Auto” which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than \$1,000,000 occurrence (per accident for bodily injury and property damage) and \$2,000,000 policy aggregate.
3. **Workers’ Compensation – Statutory Limits/Employers’ Liability** – No less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** – (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Contractor’s Pollution Legal Liability Insurance** – Limits of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County

shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

- 10.** The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- (c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- (d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- (e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- (f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS AND DWR FUNDING AGREEMENT. Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof), as well as the DWR Funding Agreement applicable to Contractor's Scope of Work.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE AND PAYMENT BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

14. NONDISCRIMINATION. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement

15. DRUG FREE WORKPLACE CERTIFICATION. In accordance with Section of the DWR Funding Agreement, by signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
- (b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The County's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of the drug-free policy statement, and
 - ii. Will agree to abide by terms of this Agreement.

16. PROCEDURE FOR RESOLVING CLAIMS.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law. This claim resolution procedure shall control over any conflicting claim or dispute resolution procedure in the Contract Documents.

- (a) **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.
- (b) **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor for:
 - i. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the County;

- ii. Payment by the County of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
- iii. An amount the payment of which is disputed by the County.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a Contract Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

(c) Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price or Contract Time, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the County and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

(d) Documentation. The Contractor shall submit all Claims in the following format:

- i. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Documents provisions pursuant to which the Claim is made
- ii. List of documents relating to Claim:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
- iii. Chronology of events and correspondence
- iv. Narrative analysis of Claim merit
- v. Analysis of Claim cost, including calculations and supporting documents
- vi. Time impact analysis in the form required by the Contract Documents, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

(e) County's Response. Upon receipt of a Claim pursuant to this Section, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim

is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after the County issues its written statement.

- i. If the County needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the County's governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the County's governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - ii. Within thirty (30) days of receipt of a Claim, the County may request in writing additional documentation supporting the Claim or relating to defenses or Claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the County and the Contractor. The County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days (if the Claim is less than \$50,000, within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- (f) Meet and Confer.** If the Contractor disputes the County's written response, or the County fails to respond within the time prescribed, the Contractor may so notify the County, in writing, either within fifteen (15) DAYS of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (g) Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
- iii. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- iv. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

(h) Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

(i) Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

- i. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding

brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(j) Government Code Claim Procedures.

- i. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
- ii. In addition to any and all requirements of the Code pertaining to Contract Documents notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for extra work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the County.
- iii. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Work for extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the County.
- iv. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

(k) Non-Waiver. The County's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Section.

17. MISCELLANEOUS.

(a) **Notice.** Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:

Leslie Lindbo
Director, Community Services
292 W. Beamer St
Woodland, CA 95695
Telephone: (530) 666-8581

Contractor:

T & S Construction Company Inc.
6100 Hedge Ave.
Sacramento, CA 95829
Telephone: 916-381-3052

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) **Time of Essence.** Time is of the essence of this Agreement.

(c) **Interpretation and Jurisdiction.** This Agreement shall be interpreted and applied in accordance with California law. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.

(d) **Waiver.** A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) **Assignments and subcontracts.** Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.

- (f) **Dispute Resolution.** Unless the General Conditions provide otherwise, if the Contract Administrator notifies Contractor that the work or any portion of it is unacceptable, then the Contract Administrator and Contractor shall meet at the Yolo County Office of County Administrator, 625 Court Street #202, Woodland, California, within five (5) days after Contractor receives the notice (excluding Saturdays, Sundays, and County observed holidays) and shall attempt in good faith to resolve their differences. Payment shall not constitute approval or acceptance of any defective work.
- (g) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth herein. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written amendment approved by the Director and County Counsel and signed by County and Contractor.
- (h) **Effective Date.** This Agreement shall be effective on the date set forth above.
- (i) **Public Record.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

COUNTY OF YOLO:

CONTRACTOR:

By: _____
Oscar E. Villegas
Chair, County of Yolo

By: Arthur T. Spinella
Arthur Spinella
President, T&S Construction Co., Inc.
November 17th, 2023
(Date)

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

APPROVED AS TO FORM
Philip J. Pogledich, County Counsel

By Kimberly E. Hood
Kimberly E. Hood, Chief Assistant County Counsel

Digitally signed by Kimberly E. Hood
DN: cn=Kimberly E. Hood, o=County of Yolo,
ou=Office of the County Counsel, Asst. County
Counsel,
email=kimberly.hood@yolocounty.org, c=US
Date: 2023.11.28 09:34:57 -0800

Attachment B
YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
COUNTY SERVICE AREAS
State of California

NOTICE TO BIDDERS
INVITING SEALED BIDS
FOR

WOOD DUCK WELL PUMPSTATION AND PINTAIL
ARSENIC REMOVAL SYSTEM

WILD WINGS COUNTY SERVICE AREA

PUBLIC NOTICE IS HEREBY GIVEN THAT: The County of Yolo County Department of Community Services will receive sealed bids at Edwin Meier Administration Building Procurement Division 625 Court Street Room 103, Woodland, CA 95695, **until 2:00 PM on TO BE DETERMINED**, and promptly thereafter the bid opening will follow at 2:05pm downstairs in the Atrium Training Room.

All bids must be marked clearly on the envelope: **“WOOD DUCK WELL PUMPSTATION AND PINTAIL ARSENIC REMOVAL SYSTEM -WILD WINGS COUNTY SERVICE AREA”**. Bids shall be submitted only on forms provided in the Bid Documents (Proposal Forms) and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and the Bidder’s Checklist (included in Proposal Forms) and by law.

General work description, as detailed on the construction plan:

The new Wood Duck Well is soon to be constructed and tested. The Wood Duck Pump Station has been designed in anticipation of well performance and water quality parameters experienced in the general area. The Pintail Arsenic Treatment system has been designed to remove the arsenic from the existing Pintail Well and the proposed Wood Duck well as arsenic levels in the Pintail well have been at or near the MCL for arsenic and it is anticipated the new Wood Duck Well will be similar in water quality.

The project work at the Wood Duck site includes but is not limited to the following elements: mobilization to the jobsite; grading and excavation of the site; installation of all underground water mainlines and electrical service; installation of the well pump along with associated electrical and station piping; painting of all metal surfaces; installation of disinfection equipment; construction of concrete structures and block building; an emergency generator; all paving around and to the site; disinfection and testing of all equipment; cleanup and demobilization. The work at the Pintail site includes, but is not limited to: mobilization; installation of all site piping; the installation of an AdEdge arsenic removal package plant; the installation of the backwash tank and recycle system; the painting of all metal surfaces; the installation of all associated electrical switchgear; connection to the sewer system; disinfection and all startup and commissioning; and site cleanup and demobilization. The SCADA work at both sites will be performed by the County’s SCADA contractor, Nelson Electric. The Bidder shall include Nelson Electric’s bid price in their bid price (Bid Item 26a in both Payment Item Schedules A and B) and shall coordinate all work with the installation of the facilities.

A mandatory pre-bid meeting is scheduled for this project between 9 am and 11 am on a date to be determined.

At the time this contract is awarded, the Contractor shall possess a Class A license. The Contractor must be properly

licensed as a contractor from contract award through contract acceptance in accordance with Public Contract Code §10164.

Bids are required for the entire work described herein. The County reserves the right to reject any or all bids or waive any informality or irregularity in any bid received or in the bidding process. If the County awards the contract, the award is made to the lowest responsible and responsive bidder.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code §12990.

Project plans, Special Provisions and proposal forms, Supplemental Project Information, and addenda for this project can be downloaded at no cost at on BidSync/Periscope S2G at: <https://www.bidsync.com/bidsync-cas/>. It is the bidder's responsibility to register at <https://www.bidsync.com/bidsync-cas/> to ensure notification of all addenda. It is the bidder's responsibility to arrange for printing services to obtain copies of the bid documents.

Questions must be submitted in writing through <https://www.bidsync.com/bidsync-cas/> by August 19, 2022. Answers will be posted on <https://www.bidsync.com/bidsync-cas/> by 5:00 p.m. on August 24, 2022.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The successful bidder shall furnish a payment bond and a performance bond, each in the full amount of the contract price. These bonds shall be executed by a surety specified in California Code of Civil Procedure § 995.310.

The County of Yolo affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rate Determinations for this project, available for review at the Yolo County Department of Community Services, Public Works Division, 292 West Beamer Street, Woodland, California and available from the California Department of Industrial Relations' internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rate Determinations. The bidder who is awarded the contract must post a copy of the prevailing wage rates at the job site. It shall be mandatory upon the successful bidder and its subcontractors to pay the prevailing rates and to comply with the applicable provisions of the California Labor Code and Federal regulations.

At the time this contract is bid, the Contractor must be registered with the Department of Industrial Relations in conformance with Labor Code § 1725.5 and 1771.1 and if awarded a contract, the bidder and its subcontractors must maintain active registration for the duration of the project. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

One hundred twenty (500) working days are allowed for completion of the work.

By: _____

Leslie Lindbo,

Date

Director of Community Services



SECTION 00 41 00

BID FORM

Project: Wood Duck Pump Station & Pintail Arsenic System

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("The County") in the form included in the Contract Documents, Document 00520 Contract, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00200 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).
 - (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00 70 00 (General Conditions) of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.
 - (d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance



with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

- (e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

- 4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

(CONTINUED ON NEXT PAGE)



SECTION 00 41 00

Revised Information regarding BID Schedules A and B below:

“Bid item numbers #16 in Bid Schedule A and bid item numbers #7, 9, 11, 12, 19, 20, 22, and 25 contain zero or non-zero dollar entries and shall not be revised or adjusted by the bidder. Bid item numbers listed with a “0.00” entry in both Bid Schedules A and B denote that there is no scope of work anticipated as part of the project associated with these bid items in the corresponding Bid Schedules.

The Contractor shall contract with a County approved and qualified contractor to perform all SCADA/PLC/control logic programming, PLC/SCADA integration, development of SCADA screens, and startup assistance. The qualified list of programmer/integrator contractors are: ICAD Automation out of Clovis CA or Northern Digital Inc. (NDI) or out of Bakersfield CA or Telstar Instruments out of Sacramento CA or Nelson & Sons Electric out of Turlock, CA or WM Lyles out of Fresno CA.

The County reserves the right to award Bid Schedule A only, Bid Schedule B only, or both Bid Schedules A and B. The bidder shall complete bid items within each Bid Schedule accordingly, assuming these scenarios and ensuring that all project costs are independently captured between both Bid Schedules A and B.”

(CONTINUED ON NEXT PAGE)



Bid Schedule A

Wood Duck Well Pump Station
Wild Wings County Service Area

Contractor / Company: T&S Construction Co., Inc.

Name of Bidder: T&S Construction Co., Inc.
Address: 6100 Hedge Avenue, Sacramento, CA 95829

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL (\$)
1	Mobilization	1	L.S.	\$200,000 ⁰⁰	\$200,000 ⁰⁰
2	Project Records and Submittals	1	L.S.	\$85,000 ⁰⁰	\$85,000 ⁰⁰
3	Site Health and Safety Plan	1	L.S.	\$2,500	\$2,500 ⁰⁰
4	Preservation and Cleanup	1	L.S.	\$175,000 ⁰⁰	\$175,000 ⁰⁰
5	Project Closeout	1	L.S.	\$25,000 ⁰⁰	\$25,000 ⁰⁰
6	Demolition, Clearing, Grubbing and Stripping	1	L.S.	\$50,000 ⁰⁰	\$50,000 ⁰⁰
7	Earthwork	1	L.S.	\$200,000 ⁰⁰	\$200,000 ⁰⁰
8	Paving	1	L.S.	\$275,000 ⁰⁰	\$275,000 ⁰⁰
9	Steel Pale Security Fencing	1	L.S.	\$230,000 ⁰⁰	\$230,000 ⁰⁰
10	Concrete	1	L.S.	\$225,000 ⁰⁰	\$225,000 ⁰⁰
11	Concrete Masonry Units	1	L.S.	\$160,000 ⁰⁰	\$160,000 ⁰⁰
12	Metal Doors and Frames	1	L.S.	\$75,000 ⁰⁰	\$75,000 ⁰⁰
13	Painting	1	L.S.	\$120,000 ⁰⁰	\$120,000 ⁰⁰
14	Building	1	L.S.	\$275,000 ⁰⁰	\$275,000 ⁰⁰
15	Signs and Safety Equipment	1	L.S.	\$5,000 ⁰⁰	\$5,000 ⁰⁰
16	Filters, Chemical Treatment and Control System (Pintail)	0	L.S.	0.00	0.00
17	Pipe (Station, Distribution and Drainage)	1	L.S.	\$1,500,000 ⁰⁰	\$1,500,000 ⁰⁰



ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL (\$)
18	Valves and Related Appurtenances	1	L.S.	\$259,000 ⁰⁰	\$250,000 ⁰⁰
19	Submersible Pump Components	1	L.S.	\$345,000 ⁰⁰	\$345,000 ⁰⁰
20	Chemical Treatment System	1	L.S.	\$50,000 ⁰⁰	\$50,000 ⁰⁰
21	Disinfection of Well, Pump, Tank and Piping	1	L.S.	\$10,000 ⁰⁰	\$10,000 ⁰⁰
22	Ventilation	1	L.S.	\$65,000 ⁰⁰	\$65,000 ⁰⁰
23	Performance Testing and Facility Startup	1	L.S.	\$20,000 ⁰⁰	\$29,000 ⁰⁰
24	Basic Electrical Materials and Methods	1	L.S.	\$465,000 ⁰⁰	\$465,000 ⁰⁰
25	Exterior Emergency Generator	1	L.S.	\$300,000 ⁰⁰	\$300,000 ⁰⁰
26	PLC Control	1	L.S.	\$550,000 ⁰⁰	\$550,000 ⁰⁰
26a	PLC/SCADA Programming and Integration (by pre-qualified contractor)	1	L.S.	\$40,000 ⁰⁰	\$40,000 ⁰⁰
BID TOTAL					\$5697,500⁰⁰

Written in words: *Five Million Six hundred ninety seven thousand Five hundred*
(Bid Schedule A Lump Sum Cost Includes All Fees and Taxes) *dollars and zero c*



Bid Schedule B

Pintail Arsenic Treatment System
Wild Wings County Service Area

Name of Bidder: T&S Construction Co., Inc.
Address: 6100 Hedge Avenue, Sacramento, CA 95829

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL (\$)
1	Mobilization	1	L.S.	\$100,000 ⁰⁰	\$100,000 ⁰⁰
2	Project Records and Submittals	1	L.S.	\$60,000 ⁰⁰	\$60,000 ⁰⁰
3	Site Health and Safety Plan	1	L.S.	\$2,500 ⁰⁰	\$2,500 ⁰⁰
4	Preservation and Cleanup	1	L.S.	\$20,000 ⁰⁰	\$20,000 ⁰⁰
5	Project Closeout	1	L.S.	\$10,000 ⁰⁰	\$10,000 ⁰⁰
6	Demolition, Clearing, Grubbing and Stripping	1	L.S.	\$20,000 ⁰⁰	\$20,000 ⁰⁰
7	Earthwork	0	L.S.	0.00	0.00
8	Paving	1	L.S.	\$25,000 ⁰⁰	\$25,000 ⁰⁰
9	Steel Pale Security Fencing	0	L.S.	0.00	0.00
10	Concrete	1	L.S.	\$45,000 ⁰⁰	\$45,000 ⁰⁰
11	Concrete Masonry Units	0	L.S.	0.00	0.00
12	Metal Doors and Frames	0	L.S.	0.00	0.00
13	Painting	1	L.S.	\$70,000 ⁰⁰	\$70,000 ⁰⁰
14	Building (Shade Structure, etc. -- See Structural Sheets)	1	L.S.	\$25,000 ⁰⁰	\$25,000 ⁰⁰
15	Signs and Safety Equipment	1	L.S.	\$2,000 ⁰⁰	\$2,000 ⁰⁰
16	Filters, Chemical Treatment and Control System	1	L.S.	\$850,000 ⁰⁰	\$850,000 ⁰⁰
17	Pipe (Station, Distribution and Drainage)	1	L.S.	\$275,000 ⁰⁰	\$275,000 ⁰⁰
18	Valves and Related Appurtenances	1	L.S.	\$120,000 ⁰⁰	\$120,000 ⁰⁰



ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL (\$)
19	Submersible Pump Components	0	L.S.	0.00	0.00
20	Chemical Treatment System	0	L.S.	0.00	0.00
21	Disinfection of Well, Pump, Tank and Piping	1	L.S.	\$10,000 ⁰⁰	\$10,000 ⁰⁰
22	Ventilation	0	L.S.	0.00	0.00
23	Performance Testing and Facility Startup	1	L.S.	\$25,000 ⁰⁰	\$25,000 ⁰⁰
24	Basic Electrical Materials and Methods	1	L.S.	\$75,000 ⁰⁰	\$75,000 ⁰⁰
25	Exterior Emergency Generator	0	L.S.	0.00	0.00
26	PLC Control	1	L.S.	\$159,000 ⁰⁰	\$159,000 ⁰⁰
26a	PLC/SCADA Programming and Integration (by pre-qualified contractor)	1	L.S.	\$119,000 ⁰⁰	\$119,000 ⁰⁰
BID TOTAL					\$1,994,500 ⁰⁰

Written in words: One Million Nine hundred ninety four thousand five hundred
(Bid Schedule B Lump Sum Cost Includes All Fees and Taxes) dollars and zero
Cen

Notes for Schedule A and B:

1. The low bidder will be determined on the basis of the Base Bid Schedule alone.
2. The County reserves the right to reject any or all bids.
3. **All line items on Bid Schedule form must be completed for valid bids with the exceptions noted in the information regarding the bid form Schedule A and B above.**



Base Bid Total Price for the Wood Duck Well Pump Station & Pintail Arsenic Treatment System

\$ 7,692,000⁰⁰
(written) Seven Million Six hundred ninety two thousand **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No. _____ of the
Travelers Surety (Company/Bank), for \$ 10%

Dated this 14th day of September 14th, 2023

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.
6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of one hundred twenty (120) days from the date prescribed for its opening (to accommodate State financing process).
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.
8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.
10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).
11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).
12. The undersigned herewith encloses the completed Bidder's Bond – 00 42 00.
13. The undersigned herewith encloses the completed Subcontractors List – 00 43 00.
14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 44 00.
15. The undersigned herewith encloses the completed List of Successful Projects form – 00 45 00.

July 26, 2023



- 16. The undersigned herewith encloses the completed Non-Collusion Affidavit – 00 45 10.
- 17. The undersigned herewith encloses the completed DAS Form 7 – 00 45 26.
- 18. The undersigned herewith encloses the completed Certification Against Lobbying – 00 45 46.
- 19. The undersigned herewith encloses the completed Iran Contracting Act-00 85 00.
- 20. The undersigned herewith encloses the completed DBE Requirements-00 90 00.
- 21. The names of all persons interested in the foregoing Bid as principals are:

Arthur T. Spinella - President
Anthony A. Spinella - Corp. Secretary
State of Incorporation: Nevada

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder: T&S Construction Co., Inc
 Legal Name of Corporation or Firm

CA Contractor's License No. 301528

DIR Registration No. 10000000972

Business Address 6100 Hedge Avenue
Sacramento, CA 95828

Email Address Art@916pipc.com

Telephone Number (916) 381-3052

Date of Bid 9-14-2023

Arthur T. Spinella
 Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

Arthur T. Spinella
 Printed Name

President
 Title

CERTIFICATE OF AUTHORIZATION

(If bidder is a Corporation or a Limited Liability Company)

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

I HEREBY CERTIFY that at a meeting of the Board of Directors of the T & S Construction Co., Inc. existing under the laws of the State of Nevada, held on January 3rd, 2023, the following resolution was duly pass and adopted:

"RESOLVED, that Arthur T Spinella,



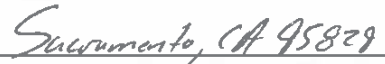
As President of the Corporation, be and is hereby authorized to execute bid documents for County of Yolo "Wood Duck Pump Station and Pintail Arsenic System" and this Corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the corporate seal fixed, shall be the official act and deed of this Corporation.

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this September 14th, 2023.


Secretary


Corporate Officer




Corporate Address

(Seal)



292 W. Beamer Street
Wild Wings County Service Area

Wood Duck Pump Station & Arsenic Treatment System Construction

Title

SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, T & S Construction Co., Inc. as Principal, and
Travelers Casualty and Surety Company of America as Surety, are bound unto THE COUNTY OF
YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal
submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly
and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the Wood Duck Pump Station &
Arsenic Treatment System Construction for which bids are to be opened in public at the Procurement
Department 120 West Main Street, Ste. G, Woodland, CA 95695.

NOW THEREFORE, if Principal is awarded the Contract and, within the time and manner required
under the specifications, after the prescribed forms are presented to him for signature, enters into a written
contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to
guarantee faithful performance of the contract and the other to guarantee payment for labor and materials, as
required by law, then this obligation shall be null and void; otherwise it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay
all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the Court.

Dated: September 13, 2023

T & S Construction Co., Inc.


Principal

Travelers Casualty and Surety Company of America
Surety

By: 
Dona Lisa Buschmann, Attorney-in-Fact

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

July 26, 2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On September 13, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

K Hanley

(Seal)



TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE** California their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

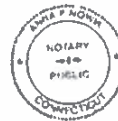
City of Hartford ss.

By 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows.

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of September, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



SECTION 00 43 00

SUBCONTRACTOR LIST

Wood Duck Pump Station & Arsenic Treatment System Construction

The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered within the following list will be performed directly by the General Contractor. Yolo County will follow Public contract Code Section 4104, where bids submitted must contain at least the Subcontractors; name, location of the place of business, CSLB No., DIR No., and type of work to be performed. The County will allow the other required information about the subcontractor to be submitted up to 24 hours after the bid submittal deadline. Copy to use additional forms as necessary.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO.	CA LICENSE TYPE AND NO.	MAILING ADDRESS	PHONE NUMBER
Electrical	Telstar	\$1,565,065	1000000899	422364 C-10	4017 Vista Park Ct. Sacramento, CA 95834	916-646-1999
Coatings	Jeffco Coatings	\$162,230	1000001665	364702 C-33	P.O. Box 1888 Ukiah, CA 94580	707-562-1033
Masonry	Pengilly Masonry	\$137,442	1000005324	463530 C-29	747 Wilshire Unit D, Stockton CA 95203	209-467-7722
Roof System Canopy	True North Constructors	\$188,000	1000039874	1010975 A, B	6240 Parallel Rd Anderson, CA 96007	530-355-9515
Fencing	Crusader Fence Company	\$205,523	1000449929	1056652 C-13	3115 Gold Valley Dr. Rancho Cordova, CA 95742	888-818-9191



--	--	--	--	--	--	--

SECTION 00 44 00

BIDDER INFORMATION SHEET

The Bidder must check one of the following classifications that fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.

Attach a copy of license(s) upon which you intend to rely.

BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

T&S Construction Co., Inc.

Corporation is incorporated in the State of:

Nevada

BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

County in which any Certificate of Doing Business Under Fictitious Name is filed – (If none, so state):

Sacramento County

July 26, 2023



Accompanying this proposal is "Bidder's Bond"
(NOTICE: INSERT THE WORDS "CASH (\$ 10% of total Bid)", "CASHIER'S CHECK",
"CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE) in amount equal to at
least ten (10) percent of the total of the Bid.

The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

T&S Construction Co., Inc., Incorporated in Nevada
Arthur T. Spinella - President, Joseph T. Spinella - Vice President
Anthony A. Spinella - Corporate Secretary, Arthur T. Spinella - Treasurer & executive officer thereof

Licensed in accordance with an act providing for the registration of contractors,

License No. 301528 Classifications(s) "A" General Engineering
(A copy of the afore-referenced license must be supplied at Notice of Award.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda

#1 (8-30-23), #2 (9-1-23)

(Fill in addenda numbers if addendas have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Declaration required by Public Contract Code Section 7106 and Part 24 Debarment and Suspension Certification are true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Yolo.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of

July 26, 2023



The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are of this Proposal.

Executed this 14th day of September, 2023 at Sacramento, California.

Sign Here: Art T. Spinella

by Arthur T. Spinella, President
Name and Title of Bidder

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SECTION 00 45 00

LIST OF SUCCESSFUL PROJECTS

Bidders must have experience in building well pump stations, pipelines, and arsenic water treatment systems and bidders must list below a minimum of five similar projects of not less than 50% of the total work scope of this project and within the last eight years.

Bidder name: T&S Construction Co., Inc.

	Project Location	Project Description	Contract Dollar Amount	Name and Phone # of Owner's Representative
1	Lewiston, CA Lewiston Community Services District	Treatment plant upgrades new pumps, Imhoff Tank, disc filter, contact basin, new pump station, pipeline with river crossing	\$6,627,978	Eric Marshall (530) 949-8566
2	Lincoln, CA PCWA	New pump station, CMU Building, 36" welded steel pipe, pressure reducing and metering vaults	\$4,712,346	Dane Schilling, P.E. (530) 401-4610
3	Folsom, CA City of Folsom	New booster Pump Station 18" DIP waterline, site piping 2.5 MG welded steel tank CMU Building, (4) pumps	\$6,806,600	Ben Rau (916) 765-4642
4	Sacramento, CA City of Sacramento	(4) Vertical Turbine Pumps, Cast-in-place structure, vaults, CMU Building, 6" Force main, Generator, Electrical	\$3,719,871	Mike Colasanti (916) 826-0511 Ben Rau (916) 765-4642
5	Lincoln, CA City of Lincoln	New Pump Station & Lift Station, 36" Welded Steel T-main, 5 MG Tank Bio Retention Pond	\$9,632,111	Dane Schilling (530) 401-4610

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President (Position) of T&S Construction Co., Inc. (Firm), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/14/23 [date], at Sacramento [city], California [state].

Arthur T. Spinella
Signature of Declarer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

Subscribed and sworn to (or affirmed) before me
This 14 day of September, 2023,

County of Sacramento

Arthur T. Spinella
(name of signor)

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.



Staci Fine
Signature of Notary



SECTION 00 45 26

AGREEMENT TO TRAIN APPRENTICES

DAS Form 7

Joint Apprenticeship Committee Participation Requirement

The County adopted a policy that one of the requirements to be deemed a responsive bidder is that the bidder must be participating in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must complete and submit the attached California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee.** The County will verify participation prior to the award.

***Subcontractors participating in this project are also obligated to meet the requirements of Labor Code 1777.5.**



Northern California Laborers' Joint Apprenticeship Training Committee
1001 Westside Drive, San Ramon, CA 94583-4098 Telephone: (925) 828-2513
www.norcaltc.org

September 5, 2023

Re: Contractor Approved to Train Apprentices

To whom it may concern,

This letter is to advise you that T&S Construction Co. Inc., is a signatory contractor in good standing, who is approved by the Northern California Laborers Joint Apprenticeship Training Committee to train apprentices who are indentured in the Northern California Laborers Construction Craft Laborer Apprenticeship Program. All apprentice Laborers' employed by T&S Construction Co. Inc., who perform Laborers' work are registered with the State of California Division of Apprenticeship Standards (DAS) and the Federal Department of Labor, Office of Apprenticeship (OA).

The Northern California Laborers Apprenticeship Program was approved by the DAS in 1995 and approved by the OA in 2007. The Laborers Apprenticeship Program has graduated apprentices every year since the year 2000 and has maintained a 50% or greater completion rate for apprentices.

Should you have any questions, please feel free to contact me at hdelatorre@norcaltc.org or (925) 580-8207

Sincerely,

Hugo de la Torre
Director of Apprenticeship
Northern California District Council of Laborers J.A.T.C.





292 W. Beamer Street

District No. Inty Service Area
DAS File No. _____
Employer ID _____

[SIGNED] By
AGREEMENT TO TRAIN APPRENTICES

NAME OF EMPLOYER <i>T&S Construction Co, Inc.</i>			
MAILING ADDRESS (STREET AND NUMBER) <i>6100 Hedge Avenue</i>	CITY <i>Sacramento</i>	STATE <i>CA</i>	TELEPHONE NUMBER <i>95829 (916) 381-3052</i>
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) <i>1001 Westside Drive, San Ramon, CA 94583</i>			
OCCUPATION(S) <i>Northern California Laborers' Joint Apprenticeship Training Committee</i>			O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS <i>N. California Laborers JATC</i>			
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT <i>Construction Craft Laborer, Wood Duck Pump Station & Pintail Arsenic Treatment System</i>			

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

*See Attached Letter **

Arthur T. Spinella

Printed name
Title

Arthur T. Spinella, President
T&S Construction Co, Inc. Date September 14th, 2021

THE APPRENTICESHIP COMMITTEE accepts and approves

[SIGNED] By _____

Title Date

- Revoked
- End of Project (Enter project name and address in Area Covered above)
- Date _____ Date
- Other _____

DIVISION OF APPRENTICESHIP STANDARDS

the employer as qualified to train apprentices under its standards in the designated occupation.

EFFECTIVE DATE

[SIGNED] By Date

Apprenticeship Consultant REMARKS:

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS



Section 00 45 46
NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

September 14th, 2023
Date

Arch T. Smith
Signature



SECTION 00 85 00

IRAN CONTRACTING ACT

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: Arthur T. Spinella

Printed Name: Arthur T. Spinella

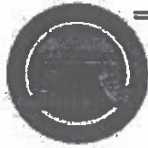
Title: President

Firm Name: T&S Construction Co., Inc

Date: September 14th, 2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

July 26, 2023



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <i>Pengilly Masonry, Inc</i>		Project Name <i>Wood Duck Pup Station + Pintail</i>	
Bid / Proposal No. <i>PM-2135</i>	Assistance Agreement ID No. (If known)	Point of Contact <i>Chris Pengilly</i>	
Address <i>747 Wilshire Ave, Unit B Stockton CA 95203</i>			
Telephone No. <i>209 467 7722</i>		Email Address <i>PengillyMasonry, Inc</i>	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<i>concrete walls for Pup Station</i>	<i>\$137,442</i>

DBE Certified By: DOT SBA
Other: STATE of CA SBE

Meets/exceeds EPA certification standards?
YES NO Unknown



1 A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Arthur T. Spinella</i>	Arthur T. Spinella
Title	Date
President	September 14 th , 2023

Prime Contractor Signature	Print Name
<i>[Signature]</i>	Chris Pirelli
Title	Date
owner	9/14/23

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

▼ Contractor's License Detail for License # 301528

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/14/2023 12:00:02 PM

Business Information

T & S CONSTRUCTION CO INC
DBA THOMAS B SPINELLA CONSTRUCTION

PO BOX 279650
SACRAMENTO, CA 95827
Business Phone Number:(916) 381-3052

Entity	Corporation
Issue Date	01/03/1975
Expire Date	04/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 55100956731BCM
Bond Amount: \$25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ARTHUR THOMAS SPINELLA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 02/15/2019
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY
Policy Number: 7077681175
Effective Date: 10/01/2022
Expire Date: 10/01/2023
Workers' Compensation History

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name

T & S CONSTRUCTION CO., INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000972

Registration effective date

07/01/23

Registration expiration date

06/30/26

Mailing Address

P.O. BOX 279650 SACRAMENTO 95827 CA United S...

Physical Address

6100 HEDGE AVENUE SACRAMENTO 95829 CA Unit...

Email Address

accounting@916pipe.com

Trade Name/DBA

THOMAS B. SPINELLA

License Number (s)

CSLB:301528

CSLB:301528

Registration History

Effective Date	Expiration Date
06/01/18	06/30/19
05/10/17	06/30/18
05/09/16	06/30/17
06/03/15	06/30/16
08/20/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information

Corporation Entity Number:

C0685733

Federal Employment Identification Number:

880118410

President Name:

Arthur T. Spinella

Vice President Name:

Joseph Spinella

Treasurer Name:

Anthony Spinella

Secretary Name:

Anthony Spinella

CEO Name:

Agency for Service:

Agent of Service Name:

John C. Rodgers, Rodgers Shadek Wolf R

Agent of Service Mailing Address:

264 Village Blvd Ste 104 Incline Village &

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	PEO	Email



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE1 subcontractor's2 and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>T&S Construction Co., Inc.</i>		Project Name <i>Wood Duck Pump Station & Pintail Arsenic System</i>	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Arthur T. Spinella</i>	
Address <i>6100 Hedge Avenue, Sacramento, CA 95829</i>			
Telephone No. <i>(916) 381-3052</i>		Email Address <i>Art@916pipe.com</i>	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
<i>Pengilly Masonry</i>	<i>747 Wilshire Blvd, Stockton, CA 95203 (209) 467-7722 chois@pengillymasonry.com</i>	<i>\$137,442⁰⁰</i>	<i>Yes</i>

--Continue on back if needed--

1 A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Arthur T. Spinella
Title	Date
President	September 14 th 2023

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

NOTICE TO PROCEED

Dated: December 5, 2023

TO: T&S Construction Company, Inc.

ADDRESS: 6100 Hedge Ave.
Sacramento, CA 95829

RE: COUNTY OF YOLO

PROJECT: **Pintail Arsenic Treatment System**

BID NO. 01

CONTRACT FOR

Wood Duck Production Well Construction

You are notified that the Contract Time under the above contract will commence to run on December 11, 2023. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Contract (Document 00 52 00), the date of final completion 360 working days from the date of this notice.

THE COUNTY OF YOLO

By: _____

Leslie Lindbo
Director
Department of Community Services



292 W. Beamer Street
Wild Wings County Service Area

SECTION 00 61 00

COUNTY OF YOLO

PERFORMANCE BOND

(To Accompany Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California (hereinafter referred to as the "County") has awarded to T & S Construction Co., Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No. MO 23-61**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Project Plans and Specifications dated November 21, 2023, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, T & S Construction Co., Inc., the undersigned Contractor and Travelers Casualty and Surety Company of America as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of One Million Nine Hundred Ninety Four Thousand Five Hundred & No/100 DOLLARS, (\$ 1,994,500.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the



292 W. Beamer Street
Wild Wings County Service Area

County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



292 W. Beamer Street
Wild Wings County Service Area

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day
of November, 2023.
(Corporate Seal)

T & S Construction Co., Inc.
Contractor/ Principal

By [Signature]

Title President

Travelers Casualty and Surety Company of America
Surety

By [Signature]
Kathy Rangel, Attorney-in-Fact

Title Attorney-In-Fact

The rate of premium on this bond is \$7.90 per thousand. The total amount of premium
charges is \$ 15,757.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

(Telephone number of Surety
and Agent or Representative for
service of process in California)

Surety: Art Oliver (916)852-5267
Agent: Dona Lisa Buschmann (916)380-5344

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On November 17, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hanley (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Rangel** of **ROSEVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of November, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



292 W. Beamer Street
Wild Wings County Service Area

SECTION 00 62 00

PAYMENT BOND

BOND NO. 107854283

Premium Included
Executed in Duplicate

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of Yolo, organized and operating under the laws of the State of California (hereinafter referred to as the "County") has awarded to T & S Construction Co., Inc., (hereinafter referred to as the "Contractor") an agreement for construction of the ~~Wood Duck Pump Station & Arsenic Treatment System Construction~~ Wood Duck Well Site, Wood Duck Street, Woodland, California 95695, Contract No. MO 23-61 ("Contract").

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond to secure payment of all claims under Chapter 5 of Title 3 of Part 6 of Division 4 of the Civil Code of California (commencing with Civil Code Section 9550) and the other statutes noted below, providing that if said Principal or any of its subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth..

NOW, THEREFORE, said Principal and the undersigned Travelers Casualty and Surety Company of America, NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the County in the penal sum of *See Below Dollars (\$1,994,500.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. *One Million Nine Hundred Ninety Four Thousand Five Hundred & No/100--

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the County in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.



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Wild Wings County Service Area

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the County and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of November, 2023.

T & S Construction Co., Inc. (SEAL)

Principal

By: [Signature]
Principal's Representative

6100 Hedge Avenue

Principal's Address

Sacramento, CA 95829

City, State, Zip

Travelers Casualty and Surety Company of America (SEAL)

Surety

By: [Signature]
Surety's Representative
Kathy Rangel, Attorney-In-Fact

One Tower Square

Surety's Address





292 W. Beamer Street
Wild Wings County Service Area

Hartford, CT 06183

City, State, Zip

Art Oliver (916)852-5267

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

(See Attached)

State of California

County of _____

On _____ before me, (here insert name and title of the officer),
_____ personally appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument as the Attorney In Fact of
_____ ("Surety") and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Printed Name

Signature of Notary

My Commission Expires

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On November 17, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hanley (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Rangel** of **ROSEVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

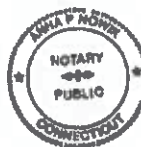
By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **November**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**